

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.4285 of 2024

Arising Out of PS. Case No.-3125 Year-2022 Thana- EAST CHAMPARAN COMPLAINT
District- East Champaran

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RAVI BHUSHAN KUMAR SON OF BABULAL PRASAD KUSHWAHA
RESIDENT OF VILLAGE- SIRAHA WARD NO 5, POLICE STATION-
PAKRIDAYAL, DISTRICT- EAST CHAMPARAN

... .. Petitioner/s

Versus

1. The State of Bihar
2. DHANJAY KUMAR JHA SON OF LATE ANAND KUMAR JHA
RESIDENT OF MUHALLA- MATHIYADIH, POLICE STATION-
CHATAUNI, DISTRICT- EAST CHAMPARAN

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Anil Kumar
For the Opposite Party/s : Mr. Prem Kumar Jha

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

- 9 22-11-2024 1. Heard learned Counsel for the petitioner and

learned Additional Public Prosecutor for the State.
2. This application, for grant of anticipatory bail,
arises out of Complaint Case No. 3125 of 2022, disclosing
offences under Sections 406 and 417 of the Indian Penal Code.
3. As per the allegation made in the complaint,
petitioner along with co-accused entered into a partnership with
oblique motive to get finance of Mini Pick-Up van having Reg.
No. BR05GB-5245 through Mahindra and Mahindra Finance
Ltd. having total value of the vehicle at Rs. 6,66,425/-.
4. Learned counsel for the petitioner submits that the



vehicle was financed in favour of the petitioner and the petitioner paid a total amount of Rs. 3,15,938/- to the finance company towards the price of the vehicle. Due to some financial difficulty, the vehicle was handed over to the complainant by way of sale deed by the petitioner on 20.09.2020 with the understanding that the complainant would pay the remaining installments towards the vehicle in question. The complainant failed to pay the installments due to which the vehicle was seized by the finance company on 20.09.2020. At this juncture, some amount was paid by the petitioner and the vehicle was released and was handed over to the complainant but this time also complainant failed to pay the installment and the vehicle was again seized by the finance company on 27.06.2022. Thereafter, Rs. 48,000/- and Rs. 47,041/- was paid by the petitioner to the finance company on 22.11.2022 and 07.12.2023 and the vehicle was released in favour of the petitioner. Learned counsel submits that he is ready to settle the dispute amicably.

5. On the other hand, learned counsel for the complainant/O.P. No. 2 submits that the complainant is also willing to settle the dispute finally. The complainant has paid a total amount of Rs. 3,18,400/- as per the statement of the petitioner to the finance company as well as to the petitioner and



if the aforesaid amount is paid by the petitioner, the complainant is willing to settle the dispute.

6. On this juncture, learned counsel for the petitioner submits that the pick-up van was a commercial vehicle and was used by the complainant for about four years for which necessary adjustment is required.

7. During course of argument, both the parties have agreed to settle the dispute on Rs. 2,50,000/- and as per the agreement between the parties, the petitioner shall pay Rs. 2,50,000/- to the complainant by way of bank draft within a period of two months.

8. Learned counsel for the O.P. No. 2 accepts the offer made by the petitioner.

9. Having regard to the submissions made on behalf of the parties and taking into consideration the fact that both the parties have agreed to settle the dispute amicably, I am inclined to grant the petitioner privilege of anticipatory bail subject to the condition that the petitioner shall pay the sum of Rs. 2,50,000/- to the complainant/O.P. No. 2 within a total period of two months out of which Rs. 1,00,000/- shall be paid by the petitioner at the time of furnishing bail bond and the remaining amount of Rs. 1,50,000/- shall be paid within a total period of



two months.

10. This application is, accordingly, allowed.

11. Let the petitioner, above named, in the event of his arrest or surrender before the Court below within four weeks, be released on bail on furnishing bail bond of Rs. 10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of learned Judicial Magistrate 1st Class, Motihari, in connection with Complaint Case No. 3125 of 2022, subject to the condition laid down under Section 438 (2) of the Code of Criminal Procedure.

(Anil Kumar Sinha, J)

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